

REMARKS

The Non-Final Office Action dated March 16, 2010 has been received and reviewed. Claims 1-16 and 18-32 are pending in the subject application. Each of claims 1-16, 18, 26-27, and 30-32 has been amended herein. Care has been exercised to introduce no new matter. Applicants respectfully request reconsideration of the present Application.

Rejections under 35 U.S.C. § 101

Claims 1-16, 31, and 32 have been rejected under 35 U.S.C. § 101 as ostensibly being directed to non-statutory subject matter. Applicants have amended independent claims 1 and 31 herein to recite computer-readable storage media. Independent claim 32, as previously presented, recites a computer-readable storage medium. Thus, each of independent claims 1, 31, and 32 are Beauregard (computer-readable media) claims, which have been and are proper claims, a point illustrated in a recent final decision of the Board of Patent Appeals and Interferences that expressly approved of Beauregard claims. See *Ex parte Bo Li*, Appeal 2008-1213 (BPAI 2008), and which is post *Bilski*. Further, MPEP § 2106.01 I. states that "[w]hen a computer program is recited in conjunction with a physical structure, such as a computer memory, USPTO personnel should treat the claim as a product claim." As such, Applicants respectfully submit that independent claims 1, 31, and 32 recite statutory subject matter and request withdrawal of the 35 U.S.C. § 101 rejection thereof..

Claims 2-16 depend, either directly or indirectly, from amended independent claim 1. As such, Applicants respectfully submit that claims 2-16 are also directed to statutory subject matter and request withdrawal of the 35 U.S.C. § 101 rejection thereof.

Rejections under 35 U.S.C. § 112

Claim 30 has been rejected under 35 U.S.C. § 112, second paragraph, as ostensibly being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. Applicants have amended independent claim 30 herein to strike the means plus function claim language from the claim as indicated by the Office Action. *See Office Action of March 16, 2010* at pp. 3-4, sec. 6. As such, Applicants respectfully submit that independent claim 30, as amended herein, is not indefinite and particularly points out and distinctly claims the subject matter which Applicants regard as the invention. Accordingly, Applicants request withdrawal of the 35 U.S.C. § 112, second paragraph, rejection of independent claim 30 and allowance of this claim.

Rejections under 35 U.S.C. § 102 over Reunert

Claims 1-16, 30 and 32 have been rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 7,418,426 to Reunert, et al. (hereinafter "Reunert"). As Reunert fails to describe, either expressly or inherently, each and every element of claims 1-16, 30 and 32, as amended herein (if appropriate), Applicants respectfully traverse this rejection, as hereinafter set forth.

Independent Claim 1

Independent claim 1, as currently amended, recites computer-readable media having computer-executable instructions embodied thereon that, when executed, provide a system that facilitates access to a plurality of shared software objects by disparate entities. The system includes a platform component that receives a request from a first entity to access a shared software object. The first entity is attempting to convert a subscription from a second type of the second entity to a first type of the first entity. The system also includes a data store

that stores security information on classes of objects. The security information is inherited by the objects of the class and includes a security parameter indicates whether the first key is permitted to convert a subscription from the second type to the first type. A verification component is also included that employs the security information to verify that the first entity has permission to call an application program interface (API) for the shared software object to convert the subscription from the second type to the first type.

In contrast, Reunert is directed to providing an automated and dynamically responsive infrastructure to support online subscription services. See, Reunert at col.3, ll. 53-56. The system of Reunert includes components to coordinate and manage services offered by multiple service providers. See, Id.

Independent claim 1, as amended herein, recites that the security information is inherited by the shared software objects of the class. As acknowledged in the outstanding Office Action, Reunert is silent about inheriting the security options by object members of the class. *See Office Action of March 16, 2010* at p. 9 section ii. As such, Applicants respectfully submit that Reunert does not describe this feature of amended independent claim 1.

Independent Claim 30

Independent Claim 30 recites a system embodied on a computer-readable storage medium to facilitate business object security. The system includes an authentication component that authenticates a first entity that attempts to access to an online billing and service system to attempt to convert a subscription from a second type of a second entity to a first type of the first entity. The system also includes an authorization component that authorizes the first entity to convert the subscription from a second type of a second entity to the first type of the first entity

upon verifying a security parameter. The security parameter indicates allowability of the first entity to convert the subscription from the second type to the first type.

Independent claim 30 has been amended herein to further recite that the security parameter is assigned to a class of objects and is inherited by the objects of the class by explicitly and implicitly assigning the security parameter to the object of the class. As described above, it is acknowledged in the outstanding Office Action that Reunert is silent about inheriting the security options by object members of the class. See, id. It is further acknowledged in the Office Action that Reunert does not describe, explicitly or implicitly, assigning the security parameter to the object of the class. See, id. at p. 9, sec. "Claim 19." Independent claim 30 has also been amended to recite that the security parameter is stored to a database and is accessible via an application program interface that is automatically authorized by analyzing security credentials. It is also acknowledged in the Office Action that Reunert fails to describe this element of amended independent claim 30. See, id. at p. 9, sec. "Claim 20" and p. 10, sec. "Claim 24."

Independent Claim 32

Independent Claim 32, as currently amended, recites a computer-readable storage medium having a data structure stored thereon. The data structure includes a security field that indicates global security parameters in a subscription platform database. The global security parameters include a security parameter for conversion of a subscription of a subscriber from a first type associated with a first tenant to a second type associated with a second tenant. The security parameter for conversion indicates allowability of the second tenant to convert the subscription from the first type to the second type. The data structure also includes an object

field associated with an account in the database and a class field to associate the security field and the object field.

Independent claim 32 has been amended herein to further recite that an object in the object field that is associated with the class field inherits the security parameter from the class field. Again as described previously, it is acknowledged in the outstanding Office Action that Reunert is silent about inheriting the security options by object members of the class. See, id. at p. 9 sec. ii.

Accordingly, it is respectfully submitted that Reunert fails to describe, either expressly or inherently, each and every element of amended independent claims 1, 30, and 32. Moreover, Reunert fails to show the identical invention in as complete detail as contained in the claims. Thus, it is respectfully submitted that independent claims 1, 30, and 32, as amended herein, are patentable over Reunert. Therefore, withdrawal of the 35 U.S.C. § 102(e) rejection of amended independent claims 1, 30, and 32 is respectfully requested.

Each of claims 2-16 depends, either directly or indirectly, from amended independent claim 1. As such, it is respectfully submitted that Reunert fails to describe, either expressly or inherently, each and every element of these claims for at least the above-cited reasons. Accordingly, withdrawal of the 35 U.S.C. § 102(e) rejection of claims 2-16 is respectfully requested.

Rejections under 35 U.S.C. § 103 over Reunert in view of Zothner

Claims 18-29 and 31 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Reunert in view of U.S. Patent No. 6,751,657 to Zothner (hereinafter "Zothner"). Applicants submit that the instant application and Reunert were, at the time the invention of the instant application was made, owned by Microsoft® Corporation. As such,

Applicants respectfully submit that Reunert is disqualified as a prior art reference under 35 U.S.C. § 103(c). Accordingly, Reunert cannot be relied upon as describing the features recited in the rejected claims.

Independent Claim 18

Independent claim 18 recites a method to facilitate security for subscription objects. Security options are stored in a database. At least a portion of the security options are related to an automated billing and provisioning system and include conversion of a subscription from a first type associated with a first tenant to a second type associated with a second tenant. Security options indicate allowability of the second tenant to convert the subscription type from the first type to the second type. Security options are assigned to a class. Security options are inherited by object members of the class.

In contrast, Zothner is directed to providing notifications in a distributed object-oriented environment. *Zothner* col. 3, ll. 3-5. As such, Applicants respectfully submit that Zothner fails to describe all of the features of independent claim 18. Zothner does not describe storing security options related to an automated billing and provisioning system in a database that include at least conversion of a subscription from a first type to a second type as recited by independent claim 18.

Independent Claim 31

Independent claim 31, as currently amended, recites a computer readable storage medium that stores a data packet that when transmitted facilitates communications between at least two components of a subscription platform service. The data packet includes an application program interface packet to identify a first partner, a security credential packet to facilitate

authorization on the first partner, and a security parameter packet to facilitate access to a subscription platform database.

Applicants respectfully submit that Zothner fails to describe an application programming interface (API) packet to identify a first partner or a security credential packet to facilitate authorization of the first partner, as recited by amended independent claim 31.

As such, it is respectfully submitted that Zothner fails to describe all of the claim limitations of independent claim 18 and amended independent claim 31. Accordingly, Applicants submit that independent claim 18 and amended independent claim 31 are patentable over Zothner. Applicants respectfully request withdrawal of the 35 U.S.C. § 103(a) rejection of independent claim 18 and amended independent claim 31. Independent claim 18 and amended independent claim 31 are believed to be in condition for allowance and such favorable action is hereby respectfully requested.

Each of claims 19-29 depends, either directly or indirectly, from independent claim 18. Thus, Applicants respectfully submit that Zothner fails to describe all of the limitations of dependent claims 19-29 for at least the above-cited reasons. Accordingly, Applicants respectfully submit that dependent claims 19-29 are patentable over Zothner, and request withdrawal of the 35 U.S.C. § 103(a) rejection thereof.

CONCLUSION

For at least the reasons stated above, claims 1-16 and 18-32 are believed to be in condition for allowance. Applicants respectfully request withdrawal of the pending rejections and allowance of the claims. If any issues remain that would prevent issuance of this application, the Examiner is urged to contact the undersigned – 816-559-2564 or areed@shb.com (such communication via email is herein expressly granted) – to resolve the same.

It is believed that no fee is due. However, if this belief is in error, the Commissioner is hereby authorized to charge any amount required to Deposit Account No. 19-2112, referencing attorney docket number MFCP.149744.

Respectfully submitted,

/AARON S REED/

Aaron S. Reed
Reg. No. 56,116

TLB/ASR/jc
SHOOK, HARDY & BACON L.L.P.
2555 Grand Blvd.
Kansas City, MO 64108-2613
816-474-6550